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*Counsel for Lags Equipment, LLC*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

**In re:**

**Hooters of America, LLC, *et al.*,<sup>1</sup>**

**Debtors.**

**Chapter 11**

**Lead Case No. 25-80078 (SWE)**

**Jointly Administered**

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<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number are: Hooters of America, LLC (5288); Owl Holdings, LLC (3103); Hawk Parent, LLC (2323); HOA Holdings, LLC (1180); Night Owl, LLC (4511); Owl Wings, LLC (4583); Owl Restaurant Holdings, LLC (7751); HOA Restaurant Group, LLC (7654); Derby Wings Holdings, LLC (8081); Derby Wings, LLC (6578); HOA Gift Cards, LLC (3684); Elf Owl Investments, LLC (3342); TW Lonestar Wings, LLC (3465); Alamo Wings, LLC (3702); HOA Holdco, LLC (8828); HOA Systems, LLC (2439); HOA Funding, LLC (4390); HOA Restaurant Holder, LLC (3883); HOOTS Restaurant Holder, LLC (5840); HOA IP GP, LLC (9555); HOOTS Franchising, LLC (8375); HOA Franchising, LLC (4451); HOA Maryland Restaurant Holder, LLC (1608); HOA Kansas Restaurant Holder, LLC (9045); TW Restaurant Holder, LLC (6927); DW Restaurant Holder, LLC (8261); HI Limited Partnership (2355); HOA Towson, LLC (1942); HOA Waldorf, LLC (5425); HOA Laurel, LLC (5010). The Debtors' service address is 1815 The Exchange SE, Atlanta, GA 30339.

**NOTICE OF WITHDRAWAL OF LAGS EQUIPMENT, LLC’S EMERGENCY  
MOTION FOR RULE 2004 EXAMINATION OF THE DIP LENDERS AND FOR  
PRODUCTION OF RELATED DOCUMENTS**

Please take notice that Lags Equipment, LLC (“**Lags**”), royalty interest owner and secured creditor in the above-styled Chapter 11 cases (the “**Cases**”) and, hereby files this notice of withdrawal (the “**Withdrawal**”) of its *Emergency Motion for Rule 2004 Examination of the DIP Lenders and for Production of Related Documents*<sup>2</sup> (the “**DIP Lenders Rule 2004 Motion**”).<sup>3</sup> On May 30, 2025, Lags, the Debtors filed a *Notice of Stipulation and Agreed Order Regarding Matters Set for Hearing on May 30, 2025*<sup>4</sup> (the “**Stipulation and Agreed Order**”) containing a stipulation among Lags, the Debtors, and the DIP Lenders consensually resolving the relief sought by Lags in the DIP Lender Rule 2004 Motion and Lags Equipment, LLC’s Emergency Motion for Rule 2004 Examination of the Debtors and for Production of Related Documents<sup>5</sup> (the “**Debtors Rule 2004 Motion**”). On June 3, 2025, the Court entered what appear to be two identical, signed copies of the Stipulation and Agreed Order at ECF Nos. 395 and 396 (the “**Signed Stipulation and Agreed Orders**”).

Decretal Paragraph 1 of both Signed Stipulation and Agreed Orders states that “Lags shall withdraw its Emergency Motion for Rule 2004 Examination of the DIP Lenders.”<sup>6</sup> Decretal Paragraph 7 of both Signed Stipulation and Agreed Orders states that: “[a]ll of Lags’ rights to seek other and further discovery (including without limitation with respect to the DIP Lenders) and relief in this case are expressly preserved. All parties’ rights to oppose or defend against Lags’

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<sup>2</sup> [ECF No. 340].

<sup>3</sup> Capitalized terms not defined herein have the meaning ascribed to them in the DIP Lenders Rule 2004 Motion.

<sup>4</sup> [ECF No. 384].

<sup>5</sup> [ECF No. 339].

<sup>6</sup> Lags files this Withdrawal as a notice because the Court has already entered the Signed Stipulation and Agreed Orders directing Lags to withdraw the DIP Lenders Rule 2004 Motion.

rights are expressly preserved.” Lags believes that the latter entered order should be the “live” order but in the event such belief is incorrect Lags submits that the provisions and requirements of the Signed Stipulation and Agreed Orders relevant to this withdrawal are identical, as shown above, and Lags files this Withdrawal to satisfy the requirements of Decretal Paragraph 1 of the Signed Stipulation and Agreed Order entered at ECF 396 or ECF 395, as applicable.

Dallas, Texas  
Dated: June 4, 2025

Respectfully submitted,

**BRADLEY ARANT BOULT CUMMINGS LLP**

/s/ Michael K. Riordan

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*Counsel for Lags Equipment, LLC*

**CERTIFICATE OF SERVICE**

I hereby certify that on June 4, 2025, the foregoing motion was served electronically on all parties receiving notice via the CM/ECF system, which include the Debtors and DIP Lenders:

*/s/ Michael K. Riordan*

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Michael K. Riordan